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CENTRAL DIST. OF CALIF.
LOS ANGELES
BY

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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

ALEXANDER PRESNIAKOV, a single man, Plaintiff, vs. ANN O. HILTON, a/k/a ANN ONION, a/k/a ANN WELBOURNE, and DOES 1 through 10, inclusive, Defendants.	CASE NO. CV 09-8037 AHM (VBKx) FIRST AMENDED COMPLAINT FOR BREACH OF CONTRACT, FOR POSSESSION OF PERSONAL PROPERTY AND FOR DAMAGES **DEMAND FOR JURY TRIAL**

Plaintiff Alexander Presniakov, by and through his counsel of record, upon personal knowledge as to his own acts and beliefs, and upon information and belief as to all matters based upon the investigation of counsel, alleges as follows.

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PARTIES

1. Plaintiff Alexander Presniakov is a single man, and at all times material hereto, was a citizen of the United States and the State of California and domiciled in California.

2. Defendant Ann O. Hilton, a/k/a Ann Onion, a/k/a Ann Welbourne (hereafter referred to as "Ann Hilton") is, upon information and belief, a citizen of the United States and the State of Nevada and is domiciled in Nevada.

3. Plaintiff is ignorant of the true names and capacities of Defendants Does 1 through 10, inclusive, and therefore sues these defendants by such fictitious names. Plaintiff will amend this complaint to allege their true names and capacities when ascertained.

JURISDICTION AND VENUE

4. Jurisdiction. This Court has subject matter jurisdiction to decide this case pursuant to 28 U.S.C. § 1332, because there is complete diversity between the parties as they are citizens of and domiciled in different states, and the matter in controversy exceeds $75,000 exclusive of interest and costs.

5. Venue. Venue is proper in this District because the Plaintiff is domiciled in the State of California, County of Ventura, and the artwork that is the subject matter of this lawsuit was shipped from California. All terms were negotiated and agreed upon in California.

FACTS

6. Plaintiff Alexander Presniakov is a world-renowned artist who is domiciled in the State of California, County of Ventura.

7. Doug Burch, an acquaintance of Plaintiff, offered to act as the agent for Plaintiff and persuaded Plaintiff to use him in that capacity because he stated he was friends with the Hilton family and could get Ann Hilton to buy some of the Plaintiff's artworks. Burch requested and received from Plaintiff fifteen thousand dollars ($15,000.00) up-front for "expenses" or advances on defendant Burch's fee. Acting

as Plaintiff's agent, Doug Burch contacted defendant Ann Hilton and arranged for the sale of several pieces of art (the "Artwork") for an agreed-upon price of Ten Million Dollars ($10,000,000).

8. At defendant Ann Hilton's request (as arranged by defendant Doug Burch), Plaintiff personally delivered the Artwork to the Theresa L. Johnson Insurance Agency in Las Vegas, Nevada, in October of 2008. Upon receipt of the Artwork and an appraisal verifying the value, defendant Ann Hilton was obligated to pay the agreed-upon price of Ten Million Dollars ($10,000,000).

9. Several drafts of a contract for sale of the Artwork were exchanged, and the final signed contract was to be given to Plaintiff when he delivered the Artwork to the Johnson Insurance Agency.

10. Plaintiff personally delivered the Artwork as requested, but defendant Ann Hilton did not appear in person with the contract at the time the Artwork was delivered. Approximately two hours after Plaintiff left the Johnson Insurance Agency, defendant Ann Hilton arrived with a truck and took possession of the Artwork.

11. Despite several demands, defendant Ann Hilton has never paid for the Artwork.

12. In June of 2009, defendant Ann Hilton once again promised to pay for the Artwork, but, to date, has failed to pay.

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FIRST CLAIM FOR RELIEF

(Breach of Contract, Against Defendant Ann Hilton)

13. Plaintiffs re-allege the previous allegations as if set forth in full.

14. Defendant Ann Hilton breached the oral contract with Plaintiff for the purchase of the Artwork.

15. Plaintiff is entitled to the full price of $10 million as agreed, in addition to incidental damages as allowed by law.

16. In the alternative, Plaintiff is entitled to the return of the art, plus any reasonable charges allowed by law that give the Plaintiff the benefit of his bargain.

SECOND CLAIM FOR RELIEF

(For Possession of Personal Property, Against All Defendants)

17. Plaintiff re-alleges the previous allegations as if set forth in full.

18. Plaintiff is, and at all times mentioned was, the owner of the Artwork delivered to defendant Ann Hilton as described herein.

19. Plaintiff delivered the Artwork at defendant Ann Hilton's specific request, but defendant Ann Hilton has failed and refused and continues to fail and refuse to pay the $10 million purchase price as agreed. Plaintiff has demanded that defendant Ann Hilton return the Artwork to Plaintiff, but to date defendant Ann Hilton has failed and refused and continues to fail and refuse to return the Artwork in violation of Plaintiff's right to immediate and exclusive possession of it.

20. Plaintiff is currently unaware of the location where defendant Ann Hilton stores or maintains the Artwork, or whether she has sold or otherwise transferred possession of the Artwork to third parties including defendant Does 1 through 10, inclusive, contrary to Plaintiff's rights to immediate and exclusive possession of it.

21. During, and as a proximate result of, the wrongful possession and detention of the Artwork by defendants, and each of them, Plaintiff has also suffered damages for the loss of use and enjoyment of the Artwork, depreciation in its value and/or physical damage to the Artwork.

WHEREFORE, the plaintiff prays for relief as follows:

A. For a money judgment for $10 million;

B. For the immediate return of the Artwork;

C. For damages resulting from the loss of use or enjoyment of the Artwork, depreciation in value and physical damage to the Artwork, according to proof;

D. For pre and post-judgment interest;

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E. For attorney's fees as allowed by law; and

F. For such other relief as the court deems equitable.

Dated: December 16, 2009

LOCKE LORD BISSELL & LIDDELL LLP

By: [signature]

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Ronald D. Kurtz
Attorneys for Plaintiff
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